

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO.: 1:16CV34-LG-RHW

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

EXHIBIT "A" TO SUBPOENA DUCES TECUM TO BANCORPSOUTH BANK

1. All documents relating to the \$8,013,264.50 commercial loan ("loan") to Splash - Biloxi, LLC of September 21, 2006, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
2. All documents relating to the foreclosure following default on the \$8,013,264.50 loan to Splash - Biloxi, LLC, Loan Number 208000489918, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
3. All documents relating to the collection of the \$8,013,264.50 loan to Splash - Biloxi, LLC, following default and BancorpSouth Bank's efforts to collect the deficiency due on such note after foreclosure, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
4. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
5. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from counsel for James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
6. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. after suit was filed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from BancorpSouth relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
8. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken by BancorpSouth after the discharge of Luther, Collier, Hodges & Cash, LLP as counsel for James Olin in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
9. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Mark Donnell/Robert Mendes relative to the representation of James Olin.
10. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Hayes Johnson relative to the representation of James Olin.
11. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents(including electronically stored information stored in any medium from which information can be obtained) relating to the enforcement of the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC., excluding attorney client communications.
12. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
13. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and any other person or entity (other than your attorney) regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
14. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.* on their personal guaranty(s), excluding attorney client communications.

15. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) not previously produced regarding the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
16. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
17. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the judgment obtained in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
18. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
19. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences efforts by James Olin to have the default judgment set aside in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
20. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.